

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

**JANALYNNE ATES**

Claimant

**APPEAL NO. 17A-UI-01978-TNT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**

Employer

**OC: 01/22/17**

**Claimant: Respondent (2)**

Iowa Code § 96.5(1)j – Voluntary Leaving (Temporary Employment)

**STATEMENT OF THE CASE:**

Advance Services, Inc., filed a timely appeal from a representative's decision dated February 16, 2017, reference 04, which held the claimant eligible to receive unemployment insurance benefits. After due notice was provided, a telephone hearing was held on Wednesday, March 15, 2017. Although duly notified the claimant did not respond to the notice of hearing and did not participate. The employer participated by Ms. Milissa Lewein, Risk Manager. Employer's Exhibits 1 and 2 were admitted into the hearing.

**ISSUE:**

The issue is whether the claimant's separation from the temporary employment agency was for good cause attributable to the employer.

**FINDINGS OF FACT:**

Having considered all of the evidence in the record, the administrative law judge finds: Janalynne Ates was employed by Advance Services, Inc. for one day on August 1, 2016. Ms. Ates was assigned to work as a janitorial worker at the Super Clean client location and was paid \$11.00 per hour. The claimant's contact person at Advance Services was Ms. Holly Smith.

At the time Ms. Ates accepted employment with Advance Services, she signed an agreement to contact the temporary employment service within three working days after the completion of each job assignment to establish her availability for additional work assignments with the company.

Ms. Ates completed the one day work assignment on August 1, 2016, but had no further contact with Advance Services, Inc. Although the temporary employer had other job assignments available for Ms. Ates, she did not contact the company within three working days as agreed and required thereafter.

Although the claimant maintained, at the time of the fact-finding interview, that she had been told by a company representative that the company would contact Ms. Ates when additional work was available, this information was not provided to the claimant by Advance Services, Inc.

It was Advance Services, Inc.'s expectation that the claimant would contact the temporary employment service within three working days for additional assignments as instructed. It is the temporary employer's position that because the claimant did not do so, she voluntarily relinquished or voluntarily quit her employment with the company although other work assignments were available.

### **REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left employment without good cause attributable to the employer.

Iowa Code § 96.5-(1)-j provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department. But the individual shall not be disqualified if the department finds that:

j. (1) The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm of completion of an employment assignment and who seeks reassignment. Failure of the individual to notify the temporary employment firm of completion of an employment assignment within three working days of the completion of each employment assignment under a contract of hire shall be deemed a voluntary quit unless the individual was not advised in writing of the duty to notify the temporary employment firm upon completion of an employment assignment or the individual had good cause for not contacting the temporary employment firm within three working days and notified the firm at the first reasonable opportunity thereafter.

(2) To show that the employee was advised in writing of the notification requirement of this paragraph, the temporary employment firm shall advise the temporary employee by requiring the temporary employee, at the time of employment with the temporary employment firm, to read and sign a document that provides a clear and concise explanation of the notification requirement and the consequences of a failure to notify. The document shall be separate from any contract of employment and a copy of the signed document shall be provided to the temporary employee.

(3) For the purposes of this paragraph:

(a) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their workforce during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(b) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

The purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of each temporary assignment so they may be reassigned and continue working. In this case, the claimant gave the employer no notice of her availability and, therefore, is considered to have quit the employment. Benefits are denied. The

claimant is disqualified for benefits until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount and is otherwise eligible.

**DECISION:**

The representative's decision dated February 16, 2017, reference 04, is reversed. The claimant's separation was not attributable to the employer. Benefits are withheld until such time as the claimant has worked in and has been paid for wages equal to ten times her weekly benefit amount and is otherwise eligible.

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Terry Nice  
Administrative Law Judge

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Decision Dated and Mailed

rvs/rvs